[Conformed Copy]

MERGER AGREEMENT

Dated as of June 30, 1958

BETWEEN

THOMPSON PRODUCTS, INC.
(an Ohio corporation)

AND

THE RAMO-WOOLDRIDGE CORPORATION
(a Delaware corporation)

CONSTITUTING

AMENDED ARTICLES OF INCORPORATION

OF

THOMPSON RAMO WOOLDRIDGE INC.
(an Ohio corporation)

REGULATIONS SET FORTH IN ANNEX I

Filed and recorded under the laws of Ohio and
Delaware on October 31, 1958

MERGER AGREEMENT

This Merger Agreement dated as of June 30, 1958, by and between THOMPSON PRODUCTS, INC., an Ohio corporation whose Articles of Incorporation were originally filed in the Office of the Secretary of State of Ohio on June 17, 1916, and whose principal office in Ohio is located in Cleveland, Cuyahoga County, Ohio (hereinafter called the "Corporation"), and THE RAMO-WOOLDRIDGE CORPORATION, a Delaware corporation whose Certificate of Incorporation was originally filed in the Office of the Secretary of State of Delaware on September 16, 1953, and whose principal business office is located in Los Angeles, California (hereinafter called "R-W"),

WITNESSETH:

WHEREAS, the Corporation represents and warrants that it is authorized to have outstanding: 100,000 shares of its 4% Cumulative Preferred Stock of the par value of $100 each, of which 81,708 shares have been issued and are now outstanding; and 5,000,000 shares of Common Stock of the par value of $5 per share, of which 2,764,418 shares have been issued and are now outstanding; and

WHEREAS, R-W represents and warrants that it is authorized to have outstanding: 40,000 shares of its Cumulative Preference Stock of the par value of $100 each, all of which have been issued and are now outstanding; 4,000 shares of its Preferred Stock of the par value of $100 each, of which 3,500 shares have been issued and are now outstanding; 24,500 shares of its Class A Common Stock of the par value of $1 each (hereinafter called "Class A Stock"), of which 21,656 shares have been issued and are now outstanding; and 25,500 shares of its Class B Common Stock of the par value of $1 each (hereinafter called "Class B Stock"), all of which have been issued and all of which are now outstanding with the exception of 2,960 shares which are now, and at the time of merger will be, owned by R-W and held in its treasury; and

WHEREAS, the Corporation represents and warrants that it is now, and at the time of merger will be, the owner of all the outstanding shares of the R-W Cumulative Preference Stock, 3,500 shares of the R-W Preferred Stock, 21,656 shares of the R-W Class A Stock and 3,750 shares of the R-W Class B Stock; and

WHEREAS, the Boards of Directors of the Corporation and of R-W (such corporations being hereinafter sometimes called the "Constituent Corporations") have deemed it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that R-W be merged into the Corporation on the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has approved this Merger Agreement;

NOW, THEREFORE, the Corporation and R-W hereby agree that, pursuant to the applicable statutes of Ohio and Delaware and subject to the conditions hereinafter set forth, R-W shall be merged into the Corporation (which shall be the surviving corporation) and that the terms and conditions of such merger shall be as follows:

ARTICLE I

The name of the surviving corporation shall be Thompson Ramo Wooldridge Inc., and such corporation shall continue to exist by virtue of and shall be governed by the laws of Ohio.

ARTICLE II

The principal office of the Corporation shall be located in Euclid, Cuyahoga County, Ohio.

ARTICLE III

The purposes of the Corporation are:

The Corporation is formed for the purposes of manufacturing, in whole or in part, welding, repairing, treating, finishing, buying, selling and dealing in every manner in articles of every kind and description, and of doing all things necessary or incidental thereto, including owning, holding and dealing in every manner in all real estate and personal property necessary or incidental to the foregoing purposes.

ARTICLE IV

The maximum number of shares which the Corporation is authorized to have outstanding is 5,100,000, consisting of 100,000 shares of 4% Cumulative Preferred Stock of the par value of $100 each (hereinafter sometimes called "Cumulative Preferred Stock") and 5,000,000 shares of Common Stock of the par value of $5 each (hereinafter called "Common Stock"). The shares of such classes of stock shall have the following express terms:

A

Express Terms of Cumulative Preferred Stock

SECTION 1. The holders of record of shares of Cumulative Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors of the Corporation, dividends at the rate of but not exceeding four per cent (4%) per annum, payable quarterly on the fifteenth days of March, June, September and December in each year in preference to and in priority over dividends upon the Common Stock and all other shares junior to the Cumulative Preferred Stock. Such dividends shall be cumulative from the first day of the quarterly period beginning March 15, June 15, September 15 and December 15 in which such shares were originally issued; provided, however, that the quarterly dividend payable June 15, 1945, shall accrue and be cumulative only from May 15, 1945.

SECTION 2. All or any part of the shares of Cumulative Preferred Stock are subject to call for redemption and may be redeemed by the Corporation at any time at the option of the Corporation upon notice mailed not less than thirty (30) nor more than sixty (60) days prior to the date fixed for such redemption, addressed to the holders of record of the shares of Cumulative Preferred Stock to be redeemed as shown by the books of the Corporation, and published in a newspaper of general circulation in the City of Cleveland, Ohio, and one of general circulation in the City of New York, New York, not less than thirty (30) nor more than sixty (60) days prior to such redemption date, at the redemption price of $110 per share if the date fixed for redemption is on or before June 15, 1948; $109 per share if such date is after June 15, 1948, but on or before June 15, 1951; $108 per share if such date is after June 15, 1951, but on or before June 15, 1955, and $107 per share if such date is after June 15, 1955, plus in each case, accrued unpaid dividends to the date fixed for redemption.

At any time before or after notice has been given as above provided, the Corporation may deposit the aggregate redemption price of the shares of Cumulative Preferred Stock to be redeemed with any bank or trust company in the City of Cleveland, Ohio, or the City of New York, New York, having capital and surplus of more than Five Million Dollars ($5,000,000), named in such notice, directed to be paid to the respective holders of the shares of Cumulative Preferred Stock so to be redeemed, in amounts equal to the redemption price of all shares of Cumulative Preferred Stock so to be redeemed, on endorsement and surrender of the stock certificate or certificates held by such holders, and upon the making of such deposit such holders shall cease to be shareholders with respect to such shares, and after such notice shall have been given and such deposit shall have been made such holders shall have no interest in or claim against the Corporation with respect to such shares and shall be entitled only to receive such moneys from such bank or trust company without interest. In case less than all of the outstanding shares of Cumulative Preferred Stock are to be redeemed, the Corporation shall select by lot the shares so to be redeemed in such manner as shall be prescribed by its Board of Directors.

If the holders of shares of Cumulative Preferred Stock which shall have been called for redemption shall not, within ten years after such deposit, claim the amount deposited for the redemption thereof, any such bank or trust company shall, upon demand, pay over to the Corporation such unclaimed amounts and thereupon such bank or trust company and the Corporation shall be relieved of all responsibility in respect thereof and to such holders.

All shares of Cumulative Preferred Stock redeemed by call shall be cancelled and not again issued.

SECTION 3. Upon any dissolution, liquidation or winding up of the Corporation the holders of shares of Cumulative Preferred Stock shall be entitled to receive, or to have deposited in trust for them as provided in Section 2 next preceding, out of the assets of the Corporation, whether from capital, surplus or from earnings, before any distribution of any assets shall be made to the holders of Common Stock or other shares junior to the Cumulative Preferred Stock, an amount which, in the case of involuntary dissolution, liquidation or winding up shall be equal to $100 per share plus accrued unpaid dividends to the date fixed for distribution, and in the case of voluntary dissolution, liquidation or winding up shall be equal to the respective redemption price specified in such Section 2 in effect at the date upon which the first distribution is made upon Cumulative Preferred Stock in connection with such voluntary dissolution, liquidation or winding up, as the case may be, including accrued unpaid dividends upon such shares computed to the date of distribution in lieu of the date fixed for redemption. The holders of Cumulative Preferred Stock shall be entitled to no further participation in any distribution.

SECTION 4. As long as any shares of Cumulative Preferred Stock shall be outstanding the Corporation shall on or before the first day of July in each year, beginning with July 1, 1946, use in the purchase or redemption of shares of Cumulative Preferred Stock an amount equal to (i) ten per cent (10%) of the consolidated net earnings of the Corporation and its subsidiaries for the preceding calendar year after deducting from such net earnings dividends actually paid upon the Cumulative Preferred Stock during such year, less if the Corporation so elects (ii) all amounts which the Corporation theretofore shall have expended in the purchase or redemption of Cumulative Preferred Stock in excess of the amounts required by this Section to be theretofore so expended, to the extent that such excess has not theretofore been deducted in computing the amounts so required to be expended during any previous period; provided that in no year shall the Corporation be required to so use more than $120,000, less the deduction provided in (ii) above. However, the Corporation may use in such redemption in any year for the purposes of this Section up to the full amount provided in clause (i) or $120,000, as the Corporation may elect.

Cumulative Preferred Stock redeemed pursuant to this Section shall be redeemed in the manner provided in Section 2 next preceding, but, notwithstanding the provisions of such Section 2, such shares shall be redeemed for the purposes of this Section at the redemption price of $107 per share plus accrued unpaid dividends to the date fixed for redemption. Nothing in this Section shall be deemed to limit the number of shares of Cumulative Preferred Stock which the Corporation may redeem pursuant to Section 2 next preceding or may purchase at any time or times.

On or before May 15th in each calendar year, beginning in 1946, the Corporation shall cause a firm of independent certified public accountants of recognized national standing, selected by the Board of Directors of the Corporation, to determine in writing the amount of the "consolidated net earnings" as herein defined of the Corporation and its subsidiaries for the preceding calendar year, and the amount, if any, required to be expended by the Corporation prior to the succeeding July 1st pursuant to the provisions of this Section after giving effect to the election of the Corporation, if any, to deduct amounts referred to in clause (ii) of the first paragraph of this Section; and on or before such latter date the Corporation shall file a copy of such written determination with each Transfer Agent of the Cumulative Preferred Stock. Each determination so made shall be binding and conclusive upon all shareholders of the Corporation. In each instance when written determination filed by the Corporation as hereinabove required by this paragraph shall disclose that the Corporation is required to expend funds pursuant to the provisions of this Section the Corporation shall, on or before August 1st in the same calendar year, file with each Transfer Agent of the Cumulative Preferred

Stock a written statement signed by the Treasurer or an Assistant Treasurer of the Corporation disclosing the expenditures made by the Corporation in performance of the requirement.

All shares of Cumulative Preferred Stock purchased or redeemed as provided in this Section, including shares purchased or redeemed by the expenditure of amounts which were deducted in computing the amount the Corporation is required to expend in any year pursuant to this Section, shall be cancelled and not again issued.

SECTION 5. During any period or periods when the Corporation is in default in the payment of any quarterly dividend upon the Cumulative Preferred Stock the Corporation shall not purchase, otherwise than by redemption, any outstanding shares of Cumulative Preferred Stock except pursuant to a general offer or call for tenders made in writing to all holders of record of all shares of Cumulative Preferred Stock outstanding at the time of such offer or call; provided, however, that during any period when pursuant to the provisions of Section 4 next preceding the Corporation is required to use an amount which is not more than $25,000 in the purchase or redemption of Cumulative Preferred Stock, the Corporation may make purchases of Cumulative Preferred Stock to comply with such requirement without compliance with the foregoing provision of this Section.

SECTION 6. The holders of shares of Cumulative Preferred Stock shall not be entitled to vote or participate in meetings of shareholders of the Corporation except as hereinafter provided. If, and so often as, the Corporation shall be in default in the payment of six quarterly dividends at the rate of four per cent (4%) per annum on the shares of Cumulative Preferred Stock, whether or not earned or declared, the holders of shares of Cumulative Preferred Stock shall, as a class, be entitled to elect one-third of the members of the Board of Directors of the Corporation, but if the number of Directors to be elected when divided by three shall result in a fraction, such fraction shall be disregarded if less than one-half and shall be increased to one if more than one-half; provided, however, that the holders of shares of Cumulative Preferred Stock shall not have or exercise such voting right except at meetings of the shareholders for the election of Directors at which the holders of not less than thirty-five per cent (35%) of the outstanding shares of Cumulative Preferred Stock are present in person or by proxy; and provided further that the voting rights provided for herein when the same shall become vested shall remain so vested until all accrued unpaid dividends on the Cumulative Preferred Stock shall have been paid or declared and set apart for payment, whereupon the holders of the Cumulative Preferred Stock shall be divested of their voting rights in respect of subsequent elections of Directors, subject to the revesting of such rights in the event hereinabove specified in this Section.

The right to vote vested in the holders of record of shares of Cumulative Preferred Stock in the event of default as herein provided shall not deprive such holders of the exercise of any right that they may have at law, in equity or by statute to enforce any provision with respect to the shares of Cumulative Preferred Stock.

If, in the event of default entitling the holders of the Cumulative Preferred Stock to elect one-third of the Directors, as above provided, the annual meeting of shareholders of the Corporation shall for any reason not be held and Directors elected at the time specified therefor in the Code of Regulations of the Corporation, then a special meeting of the shareholders for the purpose of electing Directors shall be called by the Secretary of the Corporation upon written request of, or may be called by, the holders of record of at least ten per cent (10%) of the shares of Cumulative Preferred Stock at the time outstanding, and notice thereof shall be given in the same manner as that required for the annual meeting of shareholders. At meetings so called, the only quorum requirement shall be the presence or representation thereat of the holders of thirty-five per cent (35%) of the shares of Cumulative Preferred Stock outstanding. At any such meeting the election of Directors to be elected by the holders of Common Stock or the holders of Cumulative Preferred Stock, as the case may be, shall be valid notwithstanding that a quorum of the outstanding shares of the other class may not have been present or represented thereat. Unless at such meeting the Directors elected by a class are elected to replace or renew the terms of Directors previously elected by that class, the Directors elected by that class shall constitute the Board of Directors of the Corporation until the other class shall act.

SECTION 7. Anything herein to the contrary notwithstanding, so long as any shares of Cumulative Preferred Stock shall be outstanding, the Corporation shall not, unless

with the affirmative vote or written consent of the holders of record of at least a majority of the number of shares of Cumulative Preferred Stock at the time outstanding (but so far as the holders of shares of Cumulative Preferred Stock are concerned, the Corporation may, with such affirmative vote or written consent):

(a) Issue, guarantee or assume, or permit any subsidiary to issue, guarantee or assume, any funded debt other than funded debt issued by a subsidiary to and thereafter owned by the Corporation or one or more other subsidiaries; provided, however, that without such vote or consent:

(i) The Corporation or any foreign subsidiary may issue, guarantee or assume any funded debt if, as of a date not more than three months prior to such issuance, guarantee or assumption and after giving effect thereto and to the application of the proceeds thereof, the excess of consolidated net tangible assets of the Corporation and its subsidiaries, over consolidated current liabilities of the Corporation and its subsidiaries, would be not less than twice the aggregate of the outstanding consolidated debt (other than current liabilities) issued, guaranteed or assumed by the Corporation and its subsidiaries plus the aggregate involuntary liquidation price of the then outstanding Cumulative Preferred Stock, shares of the Corporation ranking on a parity with or having priority over the Cumulative Preferred Stock as to dividends or liquidation rights, and shares of each subsidiary not owned by the Corporation or another subsidiary having priority over the Common shares of such subsidiary as to dividends or liquidation rights; and

(ii) The Corporation or any subsidiary may issue, guarantee or assume any funded debt as a part of the purchase price paid by the Corporation or subsidiary, as the case may be, for property acquired or if the proceeds of such excepted debt are used in such acquisition or if such debt is or the proceeds thereof are used solely in the retirement of any such debt, but the amount of debt excepted by the provisions of this sub-paragraph (ii) shall not exceed 75% of the purchase price paid by the Corporation or subsidiary, as the case may be, for such property; and

(b) Create or issue any shares of stock having a parity with the shares of Cumulative Preferred Stock as to dividends or liquidation rights, or increase the authorized number of shares of Cumulative Preferred Stock beyond 60,000; or

(c) Sell all or substantially all of its property and assets to or become a party to any statutory consolidation with, or statutory merger into, any other corporation, on any basis other than one which provides for the payment to the holders of Cumulative Preferred Stock of an amount equal to the respective redemption price specified in Section 2 of this subdivision in effect at the date of transfer of the Corporation's assets pursuant to such sale or the effective date of such consolidation or merger, including accrued unpaid dividends to the date of such payment to holders of Cumulative Preferred Stock in lieu of the date of redemption; provided, however, that nothing herein contained shall require such vote or consent in respect of the statutory consolidation of the Corporation with or the statutory merger of the Corporation into Thompson Aircraft Products Co. or a subsidiary of the Corporation or the statutory merger of Thompson Aircraft Products Co. or a subsidiary of the Corporation into the Corporation if

(i) the Corporation, or a corporation resulting from or surviving such consolidation or merger (hereinafter sometimes called the "New Corporation") will not have authorized or outstanding after such consolidation or merger shares of any class which shall rank on a parity with or have priority over the shares of Cumulative Preferred Stock as to dividends or liquidation rights, and

(ii) each holder of shares of Cumulative Preferred Stock shall be entitled to retain or receive immediately after such consolidation or merger the same number of shares of Cumulative Preferred Stock or new stock of the Corporation or the New Corporation as such holder held immediately prior to such merger or consolidation, which Cumulative Preferred Stock or new stock shall have the same express terms and provisions as the Cumulative Preferred Stock had immediately prior to such consolidation or merger, and

(iii) upon the consummation of such consolidation or merger the New Corporation shall not have outstanding any funded debt in excess of the amount which, conformably to the provisions of paragraph (a) of this Section, the New Corporation, if at the time it had no funded debt outstanding, would be entitled to issue immediately after the consolidation or merger; or

(d) Permit any subsidiary, other than a foreign subsidiary, to issue any shares of stock having priority over the Common shares of such subsidiary as to dividends or liquidation rights, or to issue, guarantee or assume any funded debt other than shares and debt issued to and thereafter owned by the Corporation or one or more other subsidiaries, other than a foreign subsidiary, and other than debt referred to under sub-paragraph (ii) of paragraph (a) above.

Anything herein to the contrary notwithstanding, so long as any shares of Cumulative Preferred Stock shall be outstanding the Corporation shall not, unless with the affirmative vote or written consent of the holders of record of at least two-thirds of the number of shares of Cumulative Preferred Stock at the time outstanding (but so far as the holders of the Cumulative Preferred Stock are concerned, the Corporation may with such consent or vote):

(e) Amend, alter or repeal any of the express terms and provisions of the Cumulative Preferred Stock, in any material respect prejudicial to the holders thereof; or

(f) Create any class of shares having priority over the shares of Cumulative Preferred Stock as to dividends or liquidation rights.

SECTION 8. The Corporation shall not declare or pay any dividend (other than dividends payable in Common Stock or other shares junior to the Cumulative Preferred Stock) on or make or permit any subsidiary to make any purchase of Common Stock or other shares of the Corporation junior to the Cumulative Preferred Stock, or distribute any of its assets to the holders thereof as such holders so long as:

(a) The Corporation shall be in default in the payment of all or any part of any quarterly dividend at the rate of four per cent (4%) per annum on the shares of Cumulative Preferred Stock for any previous quarterly dividend period, whether or not earned or declared, or shall have failed to pay or declare and appropriate surplus for the payment of the dividend upon the shares of Cumulative Preferred Stock for the current quarterly dividend period; or

(b) The Corporation shall be in default in expending amounts in the retirement of shares of Cumulative Preferred Stock as required by Section 4 next preceding; or

(c) The aggregate amount of such payments, purchases and distributions (other than dividends payable in Common Stock and other shares junior to the Cumulative Preferred Stock) theretofore made after December 31, 1944, together with the payment, purchase or distribution to be made, would exceed the aggregate of (i) the consolidated net earnings, less deficits, of the Corporation and its subsidiaries after December 31, 1944, plus (ii) the net consideration received by the Corporation after such date from the sale or other disposition of Common Stock and other shares junior to the Cumulative Preferred Stock or rights or warrants for any such stock or shares, plus (iii) the sum of $1,000,000; or

(d) The consolidated net current assets of the Corporation and its subsidiaries are, or after such payment, purchase or distribution would be, less than $125 per share of Cumulative Preferred Stock then outstanding not held in the treasury of the Corporation.

SECTION 9. For all purposes of this subdivision the following terms shall have the following meanings:

(a) The term "accrued unpaid dividends" with reference to the Cumulative Preferred Stock shall mean the amount which shall be equal to four per cent (4%) per annum upon the shares in question from the date when dividends became cumulative thereupon to date, less the amount of all dividends actually paid upon such shares.

(b) The term "subsidiary" shall mean every corporation more than 50% of whose stock or shares having voting power for the election of Directors are at the time directly, or indirectly through one or more intermediaries, owned by the Corporation or by one or more subsidiaries thereof, or by the Corporation and one or more subsidiaries, but shall not include Thompson Aircraft Products Co., an Ohio corporation presently existing, nor any subsidiary thereof. At any time the Corporation may elect, by writing delivered to each Transfer Agent of the Cumulative Preferred Stock, to include as subsidiaries, for the purposes of this subdivision, Thompson Aircraft Products Co. and its subsidiaries, if any, if such corporation and the subsidiaries to be included otherwise would fall within the foregoing definition. Such election shall be effective as at the first day of the Corporation's quarter-annual fiscal period next succeeding the date of delivery thereof to the Transfer Agent, and the exclusion of Thompson Aircraft Products Co. and its subsidiaries now provided in the foregoing definition shall become and remain inoperative on and after such effective date. The net earnings or earned deficit, as the case may be, of Thompson Aircraft Products Co. and its subsidiaries arising after December 31, 1944, shall as of the effective date above mentioned be included as earnings or losses, as the case may be, of the Corporation and its subsidiaries for the purposes of Section 8 (c) next preceding.

(c) The term "net earnings" shall mean gross earnings (including non-operating revenue) less all current and operating expenses, including wages and compensation, fixed charges, all interest, sales and administrative expenses, insurance, the amount of amortization of discount and expense on funded debt, all state, federal and local taxes, including income taxes of all kinds, and reasonable reserves for credit losses and other losses of every nature, depreciation and amortization of facilities, and any other items which under standard accounting practice should be charged against earnings.

(d) The term "net tangible assets" shall mean all assets at their net book values (after deducting related depreciation and other valuation reserves) including, without limitation, indebtedness and securities owned (including claim for postwar refund of excess profits taxes), and prepaid expenses, but excluding treasury stock, rights in patents, trade marks, good will, unamortized debt discount and expense and other items not herein mentioned treated as intangibles in accordance with standard accounting practice.

(e) The term "net current assets" shall mean the excess of current assets over current liabilities.

(f) The term "current assets" shall mean and include:

(i) Cash on hand or in banks;

(ii) Marketable securities (other than securities issued by the Corporation or its subsidiaries), not at the time pledged, taken at not more than their market value;

(iii) Good and collectible notes, trade acceptances, accounts and bills receivable if due and payable within one year from the date as of which current assets are being ascertained;

(iv) Obligations of the United States of America or any state, county or municipality therein, taken at not more than their market value, other than such obligations as are deducted from current liabilities in accordance with standard accounting practice;

(v) Goods manufactured, on hand and in process of manufacture, and materials and supplies on hand, taken at cost or market value, whichever is lower; and

(vi) Such other assets as should be classified as current assets in accordance with standard accounting practice.

(g) The term "current liabilities" shall mean and include V Loan Debt and all other indebtedness termed current liabilities in accordance with standard accounting practice, including taxes, wages, salaries, interest, rents, and royalties accrued as estimated, but shall not include any indebtedness other than V Loan Debt which

shall not mature within one year from the date as of which current liabilities are determined. In determining the amount of liability for any tax there may be deducted therefrom all obligations which may be directly applied in payment of such tax.

(h) In computing "consolidated net earnings," "consolidated net current assets," and "consolidated net tangible assets" principles of consolidation conforming to standard accounting practice shall be applied.

The Corporation, by action of its Board of Directors, may designate a firm of independent certified public accountants of recognized national standing, selected by the Board of Directors of the Corporation, to determine the consolidated net tangible assets, consolidated net current assets or the consolidated net earnings, as herein defined, of the Corporation and its subsidiaries as of any date, and any determination so made shall be binding upon and conclusive as to all shareholders of the Corporation.

(i) The term "V Loan Debt" shall mean notes or other debt issued or incurred by the Corporation pursuant to the provisions of a Credit Agreement dated September 28, 1943, between the Corporation and various banks providing for loans to the Corporation guaranteed by the War Department of the United States and all notes or other debt issued or incurred by the Corporation or by any subsidiary pursuant to the provisions of any credit or loan agreement or arrangement the principal purpose of which is to provide funds in connection with war production or the carrying of receivables, inventories or claims with respect to terminated contracts relating to war production.

(j) The term "funded debt" shall mean any and all bonds, debentures, notes or similar debt which shall be payable after twelve months from the date as of which determination of funded debt is made. If the term of any such debt shall be subject to an option in the Corporation or any subsidiary, as the case may be, to extend (by way of renewal, refunding or otherwise) its maturity on any condition, the maturity thereof for the purpose of this subdivision shall be deemed to be the last date to which the maturity may be so extended. Without intending hereby otherwise to characterize debt which constitutes funded debt, such term shall in no case include any V Loan Debt or debt arising out of any lease or any contract for funding taxes or for making refunds to the Federal or any State Government, or any contract for the purchase or sale of materials, commodities or supplies in the ordinary course of business.

(k) No debt shall for any purpose of this subdivision be deemed to be a part of funded debt or other debt if moneys sufficient to pay or discharge such debt in full (either on the date of maturity expressed therein or on such earlier date as such debt may be duly called for redemption pursuant to the provisions of any instrument or agreement under which the same was issued) shall have been deposited with the proper depositary or trustee in trust for the payment thereof.

(l) The term "foreign subsidiary" shall mean any subsidiary which conducts substantially all of its business and has substantially all of its assets outside the United States of America.

(m) A class of stock shall be deemed to be "junior to the Cumulative Preferred Stock" if the Cumulative Preferred Stock has priority over such class with respect to dividend rights or liquidation rights.

SECTION 10. Holders of shares of Preferred Stock shall have no preemptive right to purchase or have offered to them for purchase any shares or other securities of the Corporation.

SECTION 11. Wherever reference is made in this subdivision to the doing of any act at the office of, or the filing of any statement with, the Transfer Agent or Agents for the shares of Cumulative Preferred Stock, such act may be done or the statement filed at the principal office of the Corporation in the event it shall have no Transfer Agent for such shares. All statements filed at such office or with any Transfer Agent for the shares of Cumulative Preferred Stock pursuant to the provisions hereof shall at all reasonable times be open to the inspection of record holders of shares of Cumulative Preferred Stock.

B

Express Terms of Common Stock

The Common Stock shall be subject to the express terms of the Cumulative Preferred Stock hereinabove set forth. Each share of Common Stock shall be equal to every other share of Common Stock; and the holders thereof shall be entitled to one vote for each share of such stock on all questions presented to the shareholders.

The holders of shares of Common Stock shall have no pre-emptive right to purchase or have offered to them for purchase any shares of Common Stock which at any time shall be required for issuance in fulfillment of the provisions of (a) the Corporation's 4⅞% Subordinated Debentures due 1982 (convertible into Common Stock until August 1, 1967) or (b) any option or options (i) granted by the Corporation to officers or employees pursuant to the Stock Option Plan adopted by the Board of Directors of the Corporation on February 26, 1951 and by the shareholders of the Corporation on March 27, 1951, (ii) granted by the Corporation to officers or employees pursuant to the Plan for Stock Options adopted by the Board of Directors of the Corporation on October 22, 1956 and by the shareholders of the Corporation on March 26, 1957, or (iii) granted pursuant to Paragraph (e) of Article X hereof.

ARTICLE V

The amount of stated capital of the Corporation at the time of merger shall be $100 for each share of Cumulative Preferred Stock then outstanding plus $5 per share for each share of Common Stock then outstanding.

ARTICLE VI

The Corporation may from time to time, pursuant to authorization by its Board of Directors and without action by the shareholders, purchase or otherwise acquire shares of the Corporation of any class; subject, however, to such limitation or restriction, if any, as is contained in the express terms of any class of shares of the Corporation outstanding at the time of such purchase or acquisition.

ARTICLE VII

Any and every statute of Ohio hereafter enacted whereby the rights, powers or privileges of corporations or of the shareholders of corporations organized under the laws of Ohio are increased or diminished or in any way affected, or whereby effect is given to the action taken by any number, less than all, of the shareholders of any such corporation, shall apply to the Corporation and shall be binding not only upon the Corporation but upon every shareholder of the Corporation to the same extent as if such statute had been in force at the time of merger.

ARTICLE VIII

The names and addresses of the Directors of the Corporation at the time of merger are as follows:

For the Term Ending in 1959:

Name	Address
B. W. Chidlaw	23555 Euclid Ave., Euclid, Ohio
H. L. George	5500 W. El Segundo Blvd., Los Angeles, Calif.
R. P. Johnson	5500 W. El Segundo Blvd., Los Angeles, Calif.

For the Term Ending in 1960:

Name	Address
J. H. Coolidge	23555 Euclid Ave., Euclid, Ohio
S. Ramo	5500 W. El Segundo Blvd., Los Angeles, Calif.
H. A. Shepard	23555 Euclid Ave., Euclid, Ohio

For the Term Ending in 1961:

Name	Address
A. T. Colwell	23555 Euclid Ave., Euclid, Ohio
F. C. Crawford	23555 Euclid Ave., Euclid, Ohio
D. E. Wooldridge	5500 W. El Segundo Blvd., Los Angeles, Calif.
J. D. Wright	23555 Euclid Ave., Euclid, Ohio

The names, titles and addresses of the officers of the Corporation at the time of merger are as follows:

J. D. Wright	Chairman of the Board and Chief Executive Officer	23555 Euclid Ave. Euclid, Ohio
D. E. Wooldridge	President	5500 W. El Segundo Blvd. Los Angeles, Calif.
S. Ramo	Executive Vice President	5500 W. El Segundo Blvd. Los Angeles, Calif.
H. A. Shepard	Vice President and General Manager—Thompson Products Group	23555 Euclid Ave. Euclid, Ohio
R. P. Johnson	Vice President and General Manager—Ramo-Wooldridge Division	5500 W. El Segundo Blvd. Los Angeles, Calif.
I. A. Binder	Vice President	5500 W. El Segundo Blvd. Los Angeles, Calif.
H. D. Bubb	Vice President	23555 Euclid Ave. Euclid, Ohio
B. W. Chidlaw	Vice President	23555 Euclid Ave. Euclid, Ohio
A. T. Colwell	Vice President	23555 Euclid Ave. Euclid, Ohio
J. H. Coolidge	Vice President	23555 Euclid Ave. Euclid, Ohio
H. L. George	Vice President	5500 W. El Segundo Blvd. Los Angeles, Calif.
R. S. Livingstone	Vice President	23555 Euclid Ave. Euclid, Ohio
B. F. Miller	Vice President	5500 W. El Segundo Blvd. Los Angeles, Calif.
M. E. Mohr	Vice President	5500 W. El Segundo Blvd. Los Angeles, Calif.

G. R. Moore	Vice President	23555 Euclid Ave. Euclid, Ohio
V. G. Nielsen	Vice President	5500 W. El Segundo Blvd. Los Angeles, Calif.
C. W. Ohly	Vice President	34201 Van Dyke Ave. Warren, Mich.
S. C. Pace	Vice President	23555 Euclid Ave. Euclid, Ohio
L. W. Reeves	Vice President	23555 Euclid Ave. Euclid, Ohio
E. P. Riley	Vice President	23555 Euclid Ave. Euclid, Ohio
G. P. Saville	Vice President	5500 W. El Segundo Blvd. Los Angeles, Calif.
E. H. Jones	General Counsel and Secretary	23555 Euclid Ave. Euclid, Ohio
E. C. Brelsford	Treasurer	23555 Euclid Ave. Euclid, Ohio
M. E. Price	Controller	23555 Euclid Ave. Euclid, Ohio
E. E. Stuart	Assistant Secretary-Treasurer	23555 Euclid Ave. Euclid, Ohio
E. E. Ford	Assistant Secretary	23555 Euclid Ave. Euclid, Ohio
R. B. Corpening	Assistant Secretary	5500 W. El Segundo Blvd. Los Angeles, Calif.

The tenure of office of all Directors and officers of the Corporation shall be subject to the laws of Ohio.

ARTICLE IX

Elmer E. Stuart of 23555 Euclid Avenue, Euclid, Ohio, a resident of Cuyahoga County, Ohio, is hereby appointed as the person in Ohio upon whom process, notice or demand against the Corporation may be served.

ARTICLE X

The terms of the merger, the mode of carrying it into effect, and the manner and basis of converting the shares of R-W into shares of the Corporation are as follows:

(a) At the time of merger, all outstanding shares of R-W's Cumulative Preference Stock, Preferred Stock and Class A Stock shall be cancelled; and the holders of certificates therefor shall thereupon cease to have any rights in respect of said shares, including all rights accorded to dissenting stockholders.

(b) At the time of merger, all outstanding shares of R-W's Class B Stock then owned by the Corporation, and all shares of R-W's Class B Stock then owned by R-W and held in its treasury, shall be cancelled; and the holders of certificates therefor shall

thereupon cease to have any rights in respect of said shares, including all rights accorded to dissenting stockholders.

(c) At the time of merger, each other share of R-W Class B Stock outstanding shall be converted into 13.85714285 shares of Common Stock of the Corporation, but no fractional shares or scrip therefor shall be issued by the Corporation; and the holders of certificates for such shares of Class B Stock shall thereupon cease to have any rights in respect of said shares (except rights, if any, to receive cash in respect of fractional shares and such rights, if any, as they may have as dissenting stockholders), and (except as aforesaid) their sole rights shall be in respect of the shares of the Common Stock of the Corporation into which such shares of Class B Stock shall have been converted by the merger. In lieu of issuing any fractional shares, the Corporation shall pay therefor in cash at the corresponding fraction of the last sale price per share of the Corporation's Common Stock on the New York Stock Exchange prior to the time of merger.

(d) At the time of merger, each share of the 4% Cumulative Preferred Stock of the Corporation shall continue to be one share of the 4% Cumulative Preferred Stock of the Corporation, and each share of the Common Stock of the Corporation shall continue to be one share of the Common Stock of the Corporation.

(e) At the time of merger, the stock option agreements heretofore entered into between R-W and six of its employees, giving the latter the right, subject to specified conditions, to purchase an aggregate of 268 shares of the Class B Stock of R-W now held in its treasury, shall be converted into options to purchase shares of the Common Stock of the Corporation on the following terms and conditions: Each such optionee shall be entitled, subject to the conditions specified in the stock option agreement to which he is a party, to purchase that number of shares of Common Stock of the Corporation which is equal to 13.85714285 times the number of shares of R-W Class B Stock optioned to him under such option agreement, disregarding, however, any fractional share resulting from such multiplication. The purchase price per share of the Common Stock of the Corporation to which such employee shall be entitled shall be equal to the purchase price per share in effect under such stock option agreement divided by 13.85714285, counting, however, as one whole cent any fraction of one cent resulting from such division. Such substitution of the Common Stock of the Corporation for R-W Class B Stock is on the express condition that such employee shall be an employee of R-W or one of its subsidiaries immediately prior to the time of merger, and shall then enter into the employ of the Corporation or one of its subsidiaries and shall continue in such employ for the remaining period of employment specified in such stock option agreement, and that he shall, at the time of merger, surrender any and all rights he may have under such stock option agreement to acquire shares of R-W Class B Stock. Except as hereinabove set forth, each such stock option agreement shall continue in effect in accordance with the terms and conditions provided therein immediately prior to the time of merger.

(f) Upon request of the Corporation after the time of merger, each holder of certificates representing shares of R-W Class B Stock converted into shares of the Common Stock of the Corporation pursuant to Paragraph (c) above shall surrender such certificates to the Corporation and the Corporation shall thereupon promptly issue to him certificates representing the appropriate number of shares of the Common Stock of the Corporation. Pending such surrender and issuance, such holder shall not be entitled to receive dividends declared or paid in respect of the Common Stock of the Corporation but, upon such surrender, such holder shall be entitled to receive with respect to shares into which such shares are converted all dividends declared in respect of the Common Stock to shareholders of record on a date subsequent to the time of merger and prior to such issuance.

ARTICLE XI

At the time of merger, the Regulations of the Corporation shall be the Regulations set forth in Annex I hereto.

ARTICLE XII

Except as otherwise provided herein, at the time of merger: the Corporation shall retain all its interests in property and assets of every description, and all its rights, privileges, immunities, powers, franchises and authority, and shall, without further act or deed, own and possess all the interests of R-W in property and assets of every description and all the rights, privileges, immunities, powers, franchises and authority of R-W; all obligations belonging to or due to R-W shall be taken and deemed to be transferred to and vested in the Corporation without further act or deed; the Corporation shall then and thereafter be liable for all the debts, liabilities, obligations, and duties of R-W (including the liability, if any, to dissenting stockholders); all rights of creditors of R-W, and all liens on the property of R-W shall be preserved unimpaired, but limited, in respect of each lien, to the property affected by such lien immediately prior to the time of merger; and title to real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or in any way be impaired by reason of the merger.

From time to time as and when requested by the Corporation, or by its successors or assigns, R-W shall execute and deliver such deeds and other instruments, and take or cause to be taken such further or other action, as shall be necessary in order to vest or perfect in or to confirm of record or otherwise to the Corporation title to, and possession of, all the property interests, assets, rights, privileges, immunities, powers, franchises and authority of R-W, and otherwise to carry out the purposes of this Agreement.

ARTICLE XIII

The Corporation further represents and warrants to R-W that:

(a) The consolidated balance sheet of the Corporation and its subsidiaries as at December 31, 1957, and the statements of consolidated income for the fiscal years ended December 31, 1955, 1956 and 1957, certified by Ernst & Ernst, and the balance sheet of the Corporation and its subsidiaries as at June 30, 1958, and the statement of consolidated income of the Corporation and its subsidiaries for the six-month period ended June 30, 1958, certified by the Treasurer of the Corporation, fairly present, in accordance with sound and generally accepted accounting principles, the consolidated financial condition and the consolidated results of the operations of the Corporation and its subsidiaries at the dates and for the periods indicated subject, however, in the case of the balance sheet dated June 30, 1958, and the income statement for the period then ended, to audit and year-end adjustments.

(b) Except as to properties occupied under leases, the Corporation and its subsidiaries respectively have good and marketable title, subject to existing mortgages, to all the plants and real estate which they now respectively occupy, free and clear from any encumbrances which can reasonably be expected to interfere materially with the business and operations now conducted by the Corporation and its subsidiaries.

(c) Since June 30, 1958, there has been no material adverse change in the consolidated financial condition or business of the Corporation except changes referred to or permitted in this Agreement.

(d) Neither the Corporation nor any of its subsidiaries is a party to or is threatened by any litigation, proceeding or controversy which can reasonably be expected to result in any material adverse change in the consolidated financial condition or business of the Corporation.

ARTICLE XIV

R-W further represents and warrants to the Corporation that:

(a) The consolidated balance sheet of R-W and its subsidiaries as at December 31, 1957 and the statements of consolidated income for the fiscal years ended December 31, 1955, 1956 and 1957, certified by Ernst & Ernst, and the balance sheet of R-W and its subsidiaries as at June 30, 1958, and the statement of consolidated income of R-W and its subsidiaries for the six-month period ended June 30, 1958, certified by the Treasurer of R-W, fairly present, in accordance with sound and generally accepted accounting principles, the consolidated financial condition and the consolidated results of the operations of R-W and its subsidiaries at the dates and for the periods indicated subject, however, in the case of the balance sheet dated June 30, 1958, and the income statement for the period then ended, to audit and year-end adjustments.

(b) Except as to properties occupied under leases, R-W and its subsidiaries respectively have good and marketable title, subject to existing mortgages, to all the plants and real estate which they now respectively occupy, free and clear from any encumbrances which can reasonably be expected to interfere materially with the business and operations now conducted by R-W and its subsidiaries.

(c) Since June 30, 1958, there has been no material adverse change in the consolidated financial condition or business of R-W except changes referred to or permitted in this Agreement.

(d) Neither R-W nor any of its subsidiaries is a party to or is threatened by any litigation, proceeding or controversy which can reasonably be expected to result in any material adverse change in the consolidated financial condition or business of R-W.

ARTICLE XV

The phrase "the time of merger" shall be deemed to mean the time when this Agreement or a copy thereof is duly filed and recorded as required by the laws of Ohio and Delaware; and either of the Constituent Corporations may at its option terminate this Agreement if such filing and recording shall not have taken place prior to February 15, 1959.

ARTICLE XVI

The obligations of each of the Constituent Corporations under this Agreement shall be subject to the following conditions having been satisfied at the time of merger:

(a) At a special meeting duly called and held for that purpose, or at an adjournment thereof, the stockholders of R-W shall have duly approved the merger, and at such meeting the merger shall also have been approved by the holders of not less than 90% of the shares of the R-W Class B Stock outstanding after each holder of a Voting Trust Certificate representing ownership of such shares deposited under the Voting Trust Agreement dated June 21, 1955 shall have been given the opportunity, notwithstanding the terms of said Voting Trust Agreement, to instruct the Voting Trustees as to the manner in which said Voting Trustees shall vote the shares represented by his Certificate and registered in the names of said Voting Trustees.

(b) At a special meeting duly called and held for that purpose, or at an adjournment thereof, the shareholders of the Corporation shall have duly approved the merger.

(c) There shall be in effect a ruling of the Internal Revenue Service, satisfactory to each of the Constituent Corporations, holding that the merger constitutes a tax-free reorganization and that no taxable gain will be recognized to either of the Constituent Corporations, or (except for cash payments on account of fractional shares) to any of the shareholders of either of them, by reason of such merger.

(d) R-W shall have obtained all necessary consents, authorizations and approvals of third parties to the merger and to the transfer of its assets and rights to the Corporation (including the assignment and transfer to the Corporation of R-W's contracts with the Government); and each of the Constituent Corporations shall have effected compliance with all applicable laws, regulations, government orders and court decrees.

(e) The Constituent Corporations shall have obtained from the Commissioner of Corporations of California such approval as may be required by him in respect of the issuance and delivery of shares of the Corporation's Common Stock pursuant to the merger.

(f) Neither the United States Air Force nor any other governmental department or agency shall then be asserting any objection to the consummation of the merger.

(g) There shall not then be any litigation or proceeding, pending or threatened, for the purpose of enjoining the consummation of the merger.

(h) All first refusal and option rights in respect of any shares of stock of R-W arising out of the agreements dated June 22, 1954 and June 21, 1955 to which the Corporation is a party shall have been cancelled, and the Voting Trust Agreement referred to in Paragraph (a) above involving shares of R-W Class B Stock shall have been terminated.

(i) Neither of the Constituent Corporations shall have been informed by its counsel that the consummation of the merger would be inadvisable for any reason involving its validity or legality.

ARTICLE XVII

The obligations of R-W under this Agreement shall be subject to the following conditions having been satisfied at the time of merger:

(a) The representations and warranties of the Corporation set forth in the recitals and in Article XIII hereof shall be substantially correct at the time of merger as well as on the date of this Agreement as if made again at and as of the time of merger.

(b) The Corporation shall have complied with the obligations which are required hereunder to be performed by it prior to the time of the merger.

(c) The Corporation shall have furnished to R-W the opinion, dated the day in which the time of merger occurs, of Messrs. Jones, Day, Cockley & Reavis to the effect (i) that the Corporation is a corporation duly organized and existing in good standing under the laws of Ohio, (ii) that the corporate proceedings taken by the Corporation for the purpose of authorizing and consummating the merger are legal and sufficient, (iii) that, to the knowledge of such counsel, neither the Corporation nor any of its subsidiaries is a party to or is threatened by any litigation, proceeding or controversy which can reasonably be expected to result in any material adverse change in the consolidated financial condition or business of the Corporation, and (iv) that the shares of Common Stock of the Corporation issuable under the merger will, when so issued, constitute validly issued and outstanding shares of Common Stock of the Corporation, fully paid and non-assessable.

(d) There shall have been no material adverse change in the key personnel of the Corporation subsequent to the date of this Agreement.

(e) The Corporation shall have furnished to R-W a certificate, dated the day in which the time of merger shall occur, signed by one of its executive officers, to the effect that the conditions set forth in Paragraphs (a), (b) and (d) of this Article XVII have been satisfied.

ARTICLE XVIII

The obligations of the Corporation under this Agreement shall be subject to the following conditions having been satisfied at the time of merger:

(a) The representations and warranties of R-W set forth in the recitals and in Article XIV hereof shall be substantially correct at the time of merger as well as on the date of this Agreement as if made again at and as of the time of merger.

(b) R-W shall have complied with the obligations which are required hereunder to be performed by it prior to the time of the merger.

(c) R-W shall have furnished to the Corporation the opinion, dated the day in which the time of merger occurs, of Messrs. Debevoise, Plimpton & McLean to the effect (i) that R-W is a corporation duly organized and existing in good standing in Delaware, and fully qualified to do business in California and Colorado, (ii) that the corporate proceedings taken by R-W for the purpose of authorizing and consummating the merger are legal and sufficient, and (iii) that, to the knowledge of such counsel, neither R-W nor any of its subsidiaries is a party to or is threatened by any litigation, proceeding or controversy which can reasonably be expected to result in any material adverse change in the consolidated financial condition or business of R-W.

(d) There shall have been no material adverse change in the key personnel of R-W subsequent to the date of this Agreement.

(e) In connection with the shareholder meeting referred to in Paragraph (b) of Article XVI, dissenting shareholder rights pursuant to Section 1701.85 of the Ohio Revised Code shall not be duly asserted by the holders of more than 2% of the outstanding shares of Cumulative Preferred Stock of the Corporation or by the holders of more than 1% of the outstanding shares of Common Stock of the Corporation.

(f) R-W shall have furnished to the Corporation a certificate, dated the day in which the time of merger shall occur, signed by one of its executive officers, to the effect that the conditions set forth in Paragraphs (a), (b) and (d) of this Article XVIII have been satisfied.

ARTICLE XIX

Between the date of this Agreement and the time of merger:

(a) The Corporation and its subsidiaries shall conduct their businesses in the ordinary and usual course and shall not, without the written consent of R-W, subdivide its shares or declare or pay any dividend or make any other distribution to shareholders except that it may pay the regular quarterly dividends on its outstanding shares of Cumulative Preferred Stock, and dividends, not to exceed 35 cents per share per quarter, on its outstanding shares of Common Stock.

(b) The Corporation shall not sell or otherwise dispose of any shares of R-W capital stock owned by it and will exercise all its voting rights and privileges in favor of the merger.

(c) R-W and its subsidiaries shall conduct their businesses in the ordinary and usual course and shall not, without the written consent of the Corporation, declare or pay any dividend, make any other distribution to stockholders, issue any additional shares of stock or stock options, or transfer any assets to any subsidiary or create any subsidiary.

(d) Subject to restrictions imposed by governmental authority, each of the Constituent Corporations shall allow the other free access to its files, audits and plants, and shall fully cooperate in supplying information relative to taxes, commitments, contracts, property titles and financial condition.

(e) Each of the Constituent Corporations shall cause its auditors to make available all financial information requested, including the right to examine all working papers pertaining to audits made by such auditors.

ARTICLE XX

(a) Each of the Constituent Corporations shall promptly take all action necessary to call a special meeting of its shareholders to authorize the merger and the consummation of this Agreement; and the Corporation shall promptly take all action necessary to have the shares of the Common Stock of the Corporation, issuable pursuant to the merger, listed on the New York Stock Exchange.

(b) It is the intention of the Constituent Corporations that, pending further studies, the R-W retirement plan and other employee group benefit plans shall be continued in respect of the R-W employees who become employees of the Corporation at the time of merger.

(c) At the time of merger, the Corporation's Stock Option Plan and its Plan for Stock Options shall each be deemed amended hereby to specify that (i) it shall be administered by a Stock Option Committee composed of the Chairman of the Board of the Corporation and not less than two Directors appointed by the Board, and (ii) the Board may appoint one or more Directors as alternate members of the Stock Option Committee, who may take the place of any absent member or members at any meeting of such Committee.

(d) The representations and warranties contained in the recitals and in Articles XIII and XIV shall not survive the time of merger.

(e) Notices and requests required or permitted hereunder shall be deemed to be delivered hereunder if mailed, postage prepaid, or delivered, in writing:

If to R-W, at

5500 West El Segundo Boulevard
Los Angeles 45, California
Attention: Dean E. Wooldridge,
President

If to the Corporation, at

23555 Euclid Avenue
Cleveland 17, Ohio
Attention: Office of the Secretary

(f) All transactions contemplated hereby, and the form and substance of all legal proceedings and of all papers and documents used or deliverable hereunder, shall be subject to the approval of Messrs. Debevoise, Plimpton & McLean to the extent requested by R-W and of Messrs. Jones, Day, Cockley & Reavis to the extent requested by the Corporation.

(g) Prior to the time of merger, R-W shall convey, transfer and assign to Space Technology Laboratories, Inc., a Delaware corporation, all the outstanding stock of which is owned by R-W, such of R-W's properties, assets and rights as the Constituent Corporations shall mutually determine to be appropriate in connection with the operations carried on by R-W's Space Technology Laboratories Division; and such subsidiary corporation shall assume and undertake such liabilities and obligations and agree to perform such duties as the Constituent Corporations shall mutually determine to be appropriate in connection with such conveyance, transfer and assignment. The Constituent Corporations agree that a portion of the common stock (approximately 10%) of such subsidiary shall be reserved or made available for stock options to certain employees of such subsidiary on such terms as shall be agreed to by such subsidiary.

(h) Except as otherwise provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the Constituent Corporations and their respective shareholders, any rights or remedies under or by reason of this Agreement; provided, however, that the Corporation agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of R-W, as well as for enforcement of any obligation of the Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of Chapter 1 of Title 8 of the Delaware Code, and the Corporation hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding and specifies 23555 Euclid Ave., Cleveland 17, Ohio, Attention: Office of the Secretary as the address to which copies of process shall be mailed by the Secretary of State of Delaware.

(i) Any of the terms or conditions of this Agreement may be waived at any time by the one of the Constituent Corporations which is, or the stockholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be modified at any time prior to the vote of the shareholders hereon by an agreement in writing executed by the President or a Vice President of each of the Constituent Corporations authorized to do so by their respective Boards of Directors; provided, however, that, in the judgment of the Board of Directors taking such action, such waiver or modification will not have a material adverse effect on the benefits intended under this Agreement to its corporation or to the shareholders thereof. The merger may be abandoned by appropriate mutual action taken by the Boards of Directors of the Constituent Corporations at any time prior to the time of merger.

IN WITNESS WHEREOF, Thompson Products, Inc. has caused this Merger Agreement to be signed by its President and its Secretary in accordance with the requirements of Section 1701.82 of the Ohio Revised Code, and this Merger Agreement has been signed by a majority of the Directors of The Ramo-Wooldridge Corporation under the corporate seal of that corporation in accordance with the requirements of Section 252 of the General Corporation Law of Delaware, and each of the Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary or an Assistant Secretary—all as of September 3, 1958.

Attest:

E. H. JONES

E. H. Jones, Secretary

THOMPSON PRODUCTS, INC.
SEAL
CLEVELAND, OHIO

THOMPSON PRODUCTS, INC.

By J. D. WRIGHT

J. D. Wright, President

THE RAMO-WOOLDRIDGE CORPORATION

By D. E. WOOLDRIDGE

D. E. Wooldridge

S. RAMO

S. Ramo

H. L. GEORGE

H. L. George

R. P. JOHNSON

R. P. Johnson

S. E. GATES

S. E. Gates

(A majority of the Directors)

Attest:

V. G. NIELSEN

V. G. Nielsen, Secretary

THE RAMO-WOOLDRIDGE CORPORATION
CORPORATE SEAL
1953
DELAWARE

Certificate of Vice President and Secretary of

THOMPSON PRODUCTS, INC.

We, H. A. Shepard, Vice President, and E. H. Jones, Secretary, of Thompson Products, Inc., a corporation organized and existing under the laws of the State of Ohio, do hereby certify, as such Vice President and Secretary, respectively, that the Merger Agreement to which this certificate is attached, after having been first duly approved by resolution of the Directors of said Corporation, was signed by the President and the Secretary of said Corporation, and was then duly submitted to the shareholders of said Corporation by direction of its Directors at a special meeting of such shareholders called for such purpose and held on September 30, 1958, of which meeting notice accompanied by a copy of such Merger Agreement was given to all shareholders of said Corporation, whether or not entitled to vote thereat; and that such Merger Agreement was duly adopted by the affirmative vote of the holders of more than two-thirds of the outstanding shares of Common Stock of said Corporation, being the only class of shares of said Corporation entitled to vote on the proposal to adopt such Merger Agreement.

WITNESS our hands this October 17, 1958.

H. A. SHEPARD
Vice President

E. H. JONES
Secretary

THOMPSON PRODUCTS, INC.
SEAL
CLEVELAND, OHIO

CERTIFICATE OF SECRETARY
OF
THE RAMO-WOOLDRIDGE CORPORATION

I, V. G. Nielsen, Secretary of The Ramo-Wooldridge Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary and under the seal of said Corporation, that the Merger Agreement to which this certificate is attached, after having been first duly signed on behalf of said Corporation by a majority of the Directors thereof, was duly submitted to the stockholders of said Corporation at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation after at least 20 days' notice by mail and notice by publication as provided by section 251 of Title 8 of the Delaware Code of 1953, on September 30, 1958, for the purpose of considering and taking action upon said Merger Agreement; that stockholders of said Corporation representing all of its outstanding capital stock voted by ballot in favor of the approval of the proposed Merger Agreement; and that thereby the Merger Agreement was duly adopted as the act of the stockholders of said Corporation, and the duly adopted agreement of said Corporation.

WITNESS my hand and the seal of The Ramo-Wooldridge Corporation this October 21, 1958.

V. G. NIELSEN
Secretary

THE RAMO-WOOLDRIDGE CORPORATION
CORPORATE SEAL
1953
DELAWARE

The foregoing Merger Agreement, having been executed by a majority of the Directors of The Ramo-Wooldridge Corporation, and having been adopted by the stockholders of said Corporation in accordance with the provisions of the General Corporation Law of the State of Delaware, and that fact having been certified on such Merger Agreement by the Secretary of said Corporation, the President and Secretary of said Corporation do now hereby execute such Merger Agreement under the corporate seal of said Corporation, by authority of the Directors and stockholders thereof, as the act, deed and agreement of said Corporation, on October 21, 1958.

THE RAMO-WOOLDRIDGE CORPORATION

D. E. WOOLDRIDGE

D. E. Wooldridge, President

V. G. NIELSEN

V. G. Nielsen, Secretary

THE RAMO-WOOLDRIDGE CORPORATION
CORPORATE SEAL
1953
DELAWARE

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

BE IT REMEMBERED that on this October 21, 1958, personally came before me, Anabay H. Thompson, a Notary Public in and for the County and State aforesaid, D. E. Wooldridge, President of The Ramo-Wooldridge Corporation, a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Merger Agreement, known to me personally to be such, and he the said D. E. Wooldridge as such President duly executed such Merger Agreement before me and acknowledged such Merger Agreement to be the act, deed and agreement of said Corporation, that the signatures of the said President and the Secretary of said Corporation to the foregoing Merger Agreement are in the handwriting of the said President and Secretary of said Corporation and that the seal affixed to such Merger Agreement is the corporate seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

ANABAY H. THOMPSON

Notary Public
My Commission expires: June 18, 1960

ANABAY H. THOMPSON
NOTARY PUBLIC
LOS ANGELES CO.
CAL.

Annex I

REGULATIONS

of

THOMPSON RAMO WOOLDRIDGE INC.

ARTICLE I.

SHAREHOLDERS' MEETINGS

SECTION 1. *Annual Meeting.*

The annual meeting of shareholders shall be held at 2:00 o'clock P.M. on the last Tuesday in April in each year, if not a legal holiday, and if a legal holiday, then on the next day not a legal holiday. Upon due notice there may also be considered and acted upon at an annual meeting any matter which could properly be considered and acted upon at a special meeting, in which case and for which purpose the annual meeting shall also be considered as, and shall be, a special meeting.

SECTION 2. *Special Meetings.*

Special meetings of shareholders may be called by the Chairman of the Board or the President or a Vice President, or by the Directors by action at a meeting, or by a majority of the Directors acting without a meeting, or by the person or persons who hold not less than thirty-five per cent of all shares outstanding and entitled to be voted on any proposal to be submitted at said meeting.

SECTION 3. *Place of Meetings.*

Any meeting of shareholders may be held either at the principal office of the Corporation or at such other place within or without the State of Ohio as may be designated in the notice of said meeting.

SECTION 4. *Notice of Meetings.*

Not more than sixty days nor less than seven days before the date fixed for a meeting of shareholders, whether annual or special, written notice of the time, place and purposes of such meeting shall be given by or at the direction of the President, a Vice President, the Secretary or an Assistant Secretary (or in case of their refusal, by the person or persons entitled to call the meeting under the provisions of these Regulations). Such notice shall be given either by personal delivery or by mail to each shareholder of record entitled to notice of such meeting. If such notice is mailed, it shall be addressed to the shareholders at their respective addresses as they appear upon the records of the Corporation, and notice shall be deemed to have been given on the day so mailed. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

SECTION 5. *Shareholders Entitled to Notice and to Vote.*

The record date for the determination of shareholders entitled to notice of or to vote at any meeting of shareholders shall be, unless the Directors shall fix a different record date, the close of business on the thirtieth day prior to the date of the meeting or if that shall be a Saturday, Sunday or a legal holiday, the close of business on the last business day preceding such thirtieth day, and only shareholders of record at such record date or at such

different record date, as the case may be, shall be entitled to notice of and to vote at such meeting. The record date shall continue to be the record date for all adjournments of such meeting, unless a new record date shall be fixed and notice thereof and of the date of the adjourned meeting be given to all shareholders entitled to notice in accordance with the new record date so fixed.

SECTION 6. *Quorum.*

To constitute a quorum at any meeting of shareholders, there shall be present in person or by proxy shareholders of record entitled to exercise not less than thirty-five per cent of the voting power of the Corporation in respect of any one of the purposes stated in the notice of the meeting.

SECTION 7. *Voting.*

In all cases, except where otherwise by statute or the Articles or the Regulations provided, a majority of the votes cast shall control.

ARTICLE II.

DIRECTORS

SECTION 1. *Election, Number and Term of Office.*

Directors shall be elected at the annual meeting of shareholders, or, if not so elected, at a special meeting of shareholders called for that purpose. At any meeting of shareholders at which Directors are to be elected, only persons nominated as candidates shall be eligible for election.

The number of Directors to be elected by holders of shares of Common Stock shall be ten, and the number of Directors, if any, to be elected by holders of shares of Cumulative Preferred Stock under Article Fourth, Section 6 of the Articles of Incorporation shall be five.

Directors elected by holders of shares of Common Stock shall be classified with respect to the term for which they shall severally hold office by dividing them into three classes, one consisting of four Directors and two consisting of three Directors each. At the annual meeting of shareholders in 1959 there shall be elected, to hold office for three years, successors to the class of three Directors whose terms expire in 1959. At each subsequent annual meeting of shareholders successors to the class of Directors whose terms shall expire that year shall be elected to hold office for three years so that one class of Directors shall be elected at each such meeting. The affirmative vote of holders of two-thirds of the outstanding shares of Common Stock shall be required to remove from office any or all of the Directors, or all the Directors of a particular class, elected by the holders of such shares. All Directors elected by the holders of such shares, except in the case of earlier resignation, removal or death, shall hold office until their successors are elected.

SECTION 2. *Meetings.*

Regular meetings of the Directors shall be held immediately after the annual meeting of shareholders and at such other times and places as may be fixed by the Directors, and such meetings may be held without further notice.

Special meetings of the Directors may be called by the Chairman of the Board or by the President or by a Vice President or by the Secretary of the Corporation, or by not less than one-third of the Directors. Notice of the time and place of a special meeting shall be served upon or telephoned to each Director at least twenty-four hours, or mailed, telegraphed or cabled to each Director at least forty-eight hours, prior to the time of the meeting.

SECTION 3. *Quorum.*

A majority of the number of Directors then in office (but in no event more than five) shall be necessary to constitute a quorum for the transaction of business, but if at any meeting of the Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall attend.

SECTION 4. *Committees.*

The Directors may from time to time create a committee or committees of Directors to act in the intervals between meetings of the Directors and may delegate to such committee or committees any of the authority of the Directors other than that of filling vacancies among the Directors or in any committee of the Directors. No committee shall consist of less than three Directors. The Directors may appoint one or more Directors as alternate members of any such committee, who may take the place of any absent member or members at any meeting of such committee.

In particular, the Directors may create and define the authority and duties of an Executive Committee. Except as above provided and except to the extent that its authority is limited by the Directors, the Executive Committee during the intervals between meetings of the Directors shall possess and may exercise subject to the control and direction of the Directors all of the authority of the Directors in the management and control of the business of the Corporation, regardless of whether such authority is specifically conferred by these Regulations. All action taken by the Executive Committee shall be reported to the Directors at their first meeting thereafter.

Unless otherwise ordered by the Directors, a majority of the members of any committee appointed by the Directors pursuant to this Section shall constitute a quorum at any meeting thereof and the act of a majority of the members at a meeting shall be the act of such committee. Action may be taken by any such committee without a meeting by a writing or writings signed by all its members. Any such committee shall prescribe its own rules for calling and holding meetings and its method of procedure, subject to any rules prescribed by the Directors, and shall keep a written record of all action taken by it.

ARTICLE III.

OFFICERS

SECTION 1. *Officers.*

The Corporation may have a Chairman of the Board and shall have a President (both of whom shall be Directors), a Secretary and a Treasurer. The Corporation may also have one or more Vice Presidents and such other officers and assistant officers as the Directors may deem necessary. All officers and assistant officers shall be elected by the Directors.

SECTION 2. *Authority and Duties of Officers.*

The officers of the Corporation shall have such authority and shall perform such duties as are customarily incident to their respective offices or as may be specified from time to time by the Directors, regardless of whether such authority and duties are customarily incident to such office.

ARTICLE IV.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

1. Each Director and each officer of the Corporation, and any person who may have served at its request as a Director or officer of another corporation in which it owns shares or of which it is a creditor, shall be indemnified by the Corporation against all costs and

expenses reasonably incurred by him for advice or assistance concerning, or in connection with the defense of, any claim asserted or suit or proceeding brought against him by reason of his being or having been a Director or officer of the Corporation, or of such other corporation, whether or not he continues to be a Director or officer at the time of incurring such costs or expenses, except costs and expenses incurred in relation to matters as to which such Director or officer shall have been derelict in the performance of his duty as such Director or officer.

2. For the purposes of this Article, a Director or officer shall conclusively be deemed not to have been derelict in the performance of his duty as such Director or officer

(a) In a matter which shall have been the subject of a suit or proceeding in which he was a party disposed of by adjudication on the merits, unless he shall have been finally adjudged in such suit or proceeding to have been derelict in the performance of his duty as such Director or officer, or

(b) In a matter not falling within (a) next preceding if either all disinterested Directors or a committee of disinterested shareholders of the Corporation (excluding therefrom any Director or officer), selected as hereinafter provided, shall determine that he is not derelict.

The selection of the committee of shareholders provided above may be made by unanimous action of the disinterested Directors or, if there be no disinterested Director or Directors, by the chief executive officer of the Corporation, provided that not less than three shareholders shall be selected in any case. A Director or shareholder shall be deemed disinterested in a matter if he has no interest therein other than as a Director or shareholder of the Corporation, as the case may be. The foregoing shall not constitute exclusive tests as to dereliction and no determination as to dereliction shall be questioned on the ground that it is made otherwise than as provided above. The Corporation may pay the fees and expenses of the shareholders or Directors, as the case may be, incurred in connection with making a determination above provided.

3. The foregoing right of indemnification shall be in addition to any rights to which any Director or officer may otherwise be entitled as a matter of law.

ARTICLE V.

MISCELLANEOUS

SECTION 1. *Transfer and Registration of Certificates.*

The Directors shall have authority to make such rules and regulations as they deem expedient concerning the issuance, transfer and registration of certificates for shares and the shares represented thereby and may appoint transfer agents and registrars thereof.

SECTION 2. *Substituted Certificates.*

Any person claiming a certificate for shares to have been lost, stolen or destroyed shall make an affidavit or affirmation of that fact, shall give the Corporation and its registrar or registrars and its transfer agent or agents a bond of indemnity satisfactory to the Directors or to the Executive Committee or to the President or a Vice President and the Secretary or the Treasurer, and, if required by the Directors or the Executive Committee or such officers, shall advertise the same in such manner as may be required, whereupon a new certificate may be executed and delivered of the same tenor and for the same number of shares as the one alleged to have been lost, stolen or destroyed.

SECTION 3. *Voting upon Shares Held by the Corporation.*

Unless otherwise ordered by the Directors, the Chairman of the Board, or the President, or any Vice President and the Treasurer or the Secretary or any Assistant Secretary or any Assistant Treasurer, in person or by proxy or proxies appointed by him, or them, as the case may be, shall have full power and authority on behalf of the Corporation to vote, act and consent with respect to any shares issued by other corporations which the Corporation may own.

SECTION 4. *Corporate Seal.*

The seal of the Corporation shall be circular in form with the name of the Corporation and the words "Cleveland, Ohio" stamped around the margin and the word "Seal" stamped across the center.

SECTION 5. *Articles to Govern.*

In case any provision of these Regulations shall be inconsistent with the Articles, the Articles shall govern.

SECTION 6. *Amendments.*

These Regulations may be amended at a meeting of shareholders only by the affirmative vote of the shareholders of record entitled to exercise a two-thirds majority of the voting power on such proposal.

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE.

I, TED W. BROWN, Secretary of State of the State of Ohio, do hereby certify that the foregoing is an exemplified copy, carefully compared by me with the original record now in my official custody as Secretary of State, and found to be true and correct, of the

MERGER AGREEMENT between THOMPSON PRODUCTS, INC., (an Ohio corporation) and THE RAMO-WOOLDRIDGE CORPORATION (a Delaware corporation), constituting Amended Articles of Incorporation of THOMPSON RAMO WOOLDRIDGE INC. (an Ohio corporation)

Under the Ohio Revised Code such Merger Agreement operates as Amended Articles of Incorporation of the surviving corporation, and effects a change of name from Thompson Products, Inc. to Thompson Ramo Wooldridge Inc.

filed in this office on the 31st day of October, A.D. 1958, and recorded on Roll B-71, Frame 892, of the Records of Incorporation.

WITNESS my hand and official seal, at Columbus, Ohio, this 31st day of October, A.D. 1958.

THE SEAL OF THE SECRETARY OF STATE OF OHIO

s/ TED W. BROWN

TED W. BROWN
Secretary of State.

STATE OF DELAWARE

OFFICE OF SECRETARY OF STATE

I, GEORGE J. SCHULZ, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of

> Certificate of Agreement of Merger between "THOMPSON PRODUCTS, INC.", a corporation organized and existing under the laws of the State of Ohio and "THE RAMO-WOOLDRIDGE CORPORATION", a corporation organized and existing under the laws of the State of Delaware, under the name of "THOMPSON RAMO WOOLDRIDGE INC.", as received and filed in this office the thirty-first day of October, A.D. 1958, at 2 o'clock P.M.

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this fifth day of November in the year of our Lord one thousand nine hundred and fifty-eight.

s/ GEORGE J. SCHULZ
Secretary of State

s/ M. D. TOMLINSON
Ass't. Secretary of State

THE SEAL OF THE SECRETARY OF STATE OF DELAWARE